

# EXHIBIT “A”

Electronically Issued  
7/30/2021 8:08 AM**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

ROCHELLE HAMILTON, individually;

Plaintiff,

vs.

99 CENTS ONLY STORES LLC., a Foreign  
Limited-liability Company; and DOES 1  
through 20; and ROE BUSINESS ENTITIES  
1 through 20,

Defendants.

CASE NO.:

DEPT. NO.:

CASE NO: A-21-838688-C

Department 31

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ  
THE INFORMATION BELOW.****99 CENTS ONLY STORES, LLC****TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.
- b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.


3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

Issued at the direction of:

By /s/ Samantha A. Martin  
SAMANTHA A. MARTIN, ESQ.  
Nevada Bar No. 12998  
RICHARD HARRIS LAW FIRM  
801 S. Fourth Street  
Las Vegas, Nevada 89101CLERK OF COURT  
By: Patricia Azucena-Preza 7/30/2021  
Deputy Clerk  
County Courthouse  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155

Patricia Azucena-Preza

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7/30/2021 8:08 AM  
Steven D. Grierson  
CLERK OF THE COURT



CASE NO: A-21-838688-C  
Department 31

**COMP**

RICHARD A HARRIS, ESQ.

Nevada Bar No.: 505

SAMANTHA A. MARTIN, ESQ.

Nevada Bar No.: 12998

**RICHARD HARRIS LAW FIRM**

801 South Fourth Street

Las Vegas, Nevada 89101

Phone: (702) 444-4444

Fax: (702) 444-4455

E-Mail: JMunoz@richardharrislaw.com

*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROCHELLE HAMILTON, individually;

CASE NO.:

Plaintiff,

DEPT. NO.:

vs.

99 CENTS ONLY STORES LLC., a Foreign  
Limited-liability Company; and DOES 1  
through 20; and ROE BUSINESS ENTITIES  
1 through 20,

Defendants.

**COMPLAINT**

Plaintiff ROCHELLE HAMILTON, by and through her counsel of record  
SAMANTHA A. MARTIN, ESQ., of the RICHARD HARRIS LAW FIRM complains  
against Defendant 99 CENTS ONLY STORES LLC as follows:

**JURISDICTION**

1. At all times relevant, Plaintiff, ROCHELLE HAMILTON, was and is a  
resident of the County of Clark, State of Nevada.





2. At all times relevant herein, upon information and belief, Defendant 99 CENTS ONLY STORES LLC., (hereinafter Defendant) is and was a foreign limited liability corporation, licensed to do business in the County of Clark, State of Nevada.
3. That the true names and capacities of the Defendants designated herein as Doe or Roe Corporations are presently unknown to Plaintiff at this time, who therefore sue said Defendants by such fictitious names. When the true names and capacities of these defendants are ascertained, Plaintiff will amend this Complaint accordingly.
4. That on July 12, 2020, in Clark County, Nevada, Plaintiff was a customer at a 99 Cents Only Store located at 1155 East Charleston Boulevard, Las Vegas, NV 89104 when she was walking through an aisle when she slipped and fell on a liquid substance that was allowed to exist and remain on the ground thusly sustaining serious injuries.
5. The identities of Defendant DOES 1 through 20, are the owners, managers, inspectors, supervisors, and controllers of Defendants, which Plaintiffs allege negligently maintained the premise that proximately and legally caused Plaintiff ROCHELLE HAMILTON'S damages. Plaintiff requests leave of the Court to amend this Complaint to specify these DOE Defendants when their true identities become known.
6. The true names and capacities whether individual, corporate, associate, partnership or otherwise of the Defendants herein designated as DOES 1-20 and ROE ENTITIES 1-20, inclusive, are unknown to the Plaintiff who



1 therefore sue said Defendants by such fictitious names, Plaintiff is informed  
2 and believe, and thereupon allege, that ROE ENTITIES 1-20 designed,  
3 manufactured, distributed, sold, installed, owned, operated, managed,  
4 controlled, maintained the aisle floors of 99 CENTS ONLY STORE at the day  
5 and time of the subject incident, and that each of the ROE Defendants are  
6 legally responsible for the damages suffered by the Plaintiff as herein alleged  
7 due to their negligence. Plaintiff further allege that ROE ENTITIES 1-20 were  
8 negligent in relation to the hiring, training, supervision, maintenance and  
9 retention of their employees, as well as the operation and management of those  
10 companies and/or persons working on the subject project at the date and time  
11 of the incident. Plaintiff, furthermore, allege that ROE ENTITIES 1-20 are  
12 each liable under an agency theory as the principal of the tortfeasor who was  
13 acting within the course, scope and authority of the agency relationship.  
14  
15

16 **FACTS COMMON TO ALL CAUSES OF ACTION**

- 17
- 18 7. That on July 12, 2020, Plaintiff was a customer on the property and was  
19 allowed to be present with the permission of Defendant, whether express or  
20 implied.
- 21 8. On or about said date, Plaintiff was caused to be injured as she was walking  
22 down an aisle at the aforementioned 99C Store as a result of a liquid substance  
23 that was allowed to exist and remain on the floor due to Defendant's negligent  
24 maintenance of the property.  
25  
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28



1 9. Upon information and belief, the dangerous condition was caused as a direct  
2 result of the Defendant failure to design, construct, control, supervise, repair,  
3 and/or maintain the Property in a reasonable and safe manner.

4 10. Defendant maintained and was in control of the property.

5 11. Defendant knew, or reasonably should have known, that the dangerous  
6 condition existed on or about the property.  
7

8 12. Defendant failed to place signs, caution, warn, or otherwise make safe, the  
9 dangerous condition existing on or about the property. Accordingly,  
10 Defendant negligently, carelessly, and recklessly maintained and allowed the  
11 dangerous condition to exist.  
12

13 13. Defendant should have warned or otherwise made safe the dangerous  
14 condition because that condition was non-obvious to Plaintiff.  
15

16 **FIRST CAUSE OF ACTION**

17 **(Negligence)**

18 14. Plaintiff incorporates paragraphs 1 through 13 of the Complaint as if those  
19 paragraphs were fully incorporated and set forth herein.

20 15. Defendant owed Plaintiff a duty of care to warn Plaintiff of the non-obvious  
21 and dangerous condition.  
22

23 16. Defendant breached this duty of care by failing to place caution signs, or  
24 otherwise failing to warn Plaintiff of the dangerous, non-obvious condition.

25 17. Defendant's negligence directly and proximately caused Plaintiff's serious  
26 injury.  
27  
28



18. As a direct and proximate result of the Defendant's negligence, Plaintiff received medical and other treatments for injuries sustained to body, limbs, organs and nervous systems, all or some of which conditions may be permanent and disabling and, all to Plaintiff's damage in sum in excess of \$15,000.00. That said services, care, and treatment are continuing and shall continue in the future.

19. As a direct and proximate result of the Defendant's negligence, Plaintiff has been required to and has limited certain occupational and recreational activities, which have caused, and shall continue.

20. As a direct and proximate result of the Defendant's negligence, Plaintiff has been required to engage the services of an attorney, incurring attorney's fees and costs to bring this action.

### **SECOND CAUSE OF ACTION**

#### **(Premises Liability)**

21. Plaintiff incorporates by this reference each and every paragraph previously made in this Complaint, as if here fully set forth.

22. Defendants and/or DOE Defendants had a duty to maintain the 99 CENTS ONLY STORE in a reasonably safe condition and was negligent in doing so by not keeping the floors clean.

23. Defendants and/or DOE Defendants had a duty to maintain the Property in a way that would not cause injury to customers using the premises.

24. Plaintiff's injuries are of the type reasonably foreseeable as a result of the dangerous condition.



1 25. Defendants and/or DOE Defendants had actual or constructive notice of the  
2 dangerous condition of the area prior to the time of Plaintiff's injury.

3 26. Plaintiff's injuries were caused solely and proximately by the Defendants'  
4 and/or DOE Defendants' negligence and without any contributory  
5 negligence on the part of the Plaintiff.

6 27. Defendants' and/or DOE Defendants' negligence, as alleged above, was the  
7 proximate cause of Plaintiff's injuries incurred.

8 28. Defendants' and/or DOE Defendants' negligence was the actual and  
9 proximate cause of injuries incurred by Plaintiff, resulting in medical  
10 expenses, permanent injury, lost wages and pain and suffering in an amount  
11 in excess of \$15,000.00.

12 29. It has been necessary for Plaintiff to retain the services of counsel to  
13 represent her in the above-entitled matter, and she should be awarded  
14 reasonable attorneys' fees and costs of suit incurred herein.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

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23 ///

24



**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, expressly reserving the right to amend this Complaint prior to or at the time of trial of this action to insert those items of damage not yet fully ascertainable prays judgment against the Defendants, and each of them, as follows:

1. General damages in an amount in excess of \$15,000.00;
2. Special damages to be determined at the time of trial;
3. Medical and incidental expenses already incurred and to be incurred;
4. Lost earnings and earning capacity;
5. Reasonable attorney's fees and cost of suit;
6. Interest at the statutory rate; and,
7. For such other relief as this Court deems just and proper.

Dated: this 30<sup>th</sup> day of July 2021.

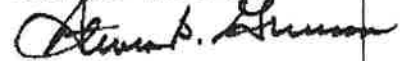
**RICHARD HARRIS LAW FIRM**

*/s/ Samantha A. Martin*

SAMANTHA A. MARTIN, ESQ.  
Nevada Bar No.: 12998  
801 South Fourth Street  
Las Vegas, Nevada 89101  
(702) 444-4444  
*Attorney for Plaintiff*



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9/28/2021 10:00 AM  
Steven D. Grierson  
CLERK OF THE COURT



1 ANS

2 LEW BRANDON, JR., ESQ.

3 Nevada Bar No. 5880

4 ANDREW GUZIK, ESQ.

5 Nevada Bar No. 12758

6 HOMERO GONZALEZ, ESQ.

7 Nevada Bar No. 15231

8 BRANDON | SMERBER LAW FIRM

9 139 E. Warm Springs Road

10 Las Vegas, Nevada 89119

11 (702) 380-0007

12 (702) 380-2964 – *facsimile*

13 *l.brandon@bsnv.law*

14 *a.guzik@bsnv.law*

15 *h.gonzalez@bsnv.law*

16 Attorneys for Defendant,

17 99 CENTS ONLY STORES LLC

18 DISTRICT COURT  
19 CLARK COUNTY, NEVADA

20 ROCHELLE HAMILTON,  
21 individually,

22 Plaintiff,

23 vs.

24 99 CENTS ONLY STORES LLC., a  
25 Foreign Limited-liability Company;  
26 and DOES 1 through 20; and ROE  
27 BUSINESS ENTITIES 1 through 20,

28 Defendants.

CASE NO.: A-21-838688-C

DEPT. NO.: 31

29 DEFENDANT, 99 CENTS ONLY STORES LLC'S ANSWER TO PLAINTIFF'S  
30 COMPLAINT

31 COMES NOW, Defendant, 99 CENTS ONLY STORES LLC., by and through its  
32 attorneys, LEW BRANDON, JR., ESQ., ANDREW GUZIK, ESQ., and HOMERO GONZALEZ,  
33 ESQ., of BRANDON | SMERBER LAW FIRM, and hereby answers Plaintiff's Complaint on file  
34 herein as follows:

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

BRANDON | SMERBER  
LAW FIRM

BRANDON | SMERBER  
LAW FIRM  
139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**JURISDICTION**

1  
2 1. Answering Paragraphs 1, 3, 4, 5 and 6 of Plaintiff's Complaint on file herein,  
3 Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity  
4 of the said allegations and therefore denies same.  
5

6 2. Answering Paragraph 2 of Plaintiff's Complaint on file herein, "At all times relevant  
7 herein, upon information and belief, Defendant 99 CENTS ONLY STORES LLC., (hereinafter  
8 Defendant) is and was a foreign limited liability corporation", Defendant denies the allegations  
9 contained therein. As to "licensed to do business in the County of Clark, State of Nevada",  
10 Defendant admits the allegations contained therein.  
11

**FACTS COMMON TO ALL CAUSES OF ACTION**

12  
13 3. Answering Paragraphs 7, 10, 11 and 13 of Plaintiff's Complaint on file herein,  
14 Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity  
15 of the said allegations and therefore denies same. Answering Paragraph 12 of Plaintiff's  
16 Complaint on file herein, "Defendant failed to place signs, caution, warn, or otherwise make safe,  
17 the dangerous condition existing on or about the property", Defendant is without sufficient  
18 knowledge or information to form a belief as to the truth or falsity of the said allegations and  
19 therefore denies same. As to "Accordingly, Defendant negligently, carelessly, and recklessly  
20 maintained and allowed the dangerous condition to exist", Defendant denies the allegations  
21 contained therein.  
22

23  
24 4. Answering Paragraphs 8 and 9 of Plaintiff's Complaint on file herein, Defendant  
25 denies the allegations contained therein.

26 ///

27 ///

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LAW FIRM  
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**FIRST CAUSE OF ACTION**

**(Negligence)**

5. Answering Paragraph 14 of Plaintiff's Complaint on file herein, Defendant repeats and realleges each and every allegation contained in Paragraphs 1 through 13 as though fully set forth herein.

6. Answering Paragraphs 15 of Plaintiff's Complaint on file herein, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the said allegations and therefore denies same.

7. Answering Paragraphs 16, 17, 18, 19 and 20 of Plaintiff's Complaint on file herein, Defendant denies the allegations contained therein.

**SECOND CAUSE OF ACTION**

**(Premises Liability)**

8. Answering Paragraph 21 of Plaintiff's Complaint on file herein, Defendant repeats and realleges each and every allegation contained in Paragraphs 1 through 20 as though fully set forth herein.

9. Answering Paragraphs 22, 23 and 24 of Plaintiff's Complaint on file herein, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the said allegations and therefore denies same.

10. Answering Paragraphs 25, 26, 27, 28 and 29 of Plaintiff's Complaint on file herein, Defendant denies the allegations contained therein.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted.

## SECOND AFFIRMATIVE DEFENSE

Defendant alleges that at the time and place alleged in Plaintiff's Complaint, Plaintiff did not exercise ordinary care, caution or prudence for the protection of herself and any damages complained of by the Plaintiff in her Complaint, were directly or proximately caused or contributed to by the fault, failure to act, carelessness and negligence of Plaintiff.

## THIRD AFFIRMATIVE DEFENSE

Defendant alleges that the Plaintiff assumed whatever risk or hazard existed at the time of this incident, if any there were, and was therefore responsible for the alleged damage suffered and further that the Plaintiff was guilty of negligence of her own acts which caused or contributed to by the fault, failure to act, carelessness or negligence of Plaintiff.

## FOURTH AFFIRMATIVE DEFENSE

All the risks and dangers involved in the factual situation described in Plaintiff's Complaint, if any there were, were open, obvious and known to the Plaintiff and by reason thereof, Plaintiff assumed the risks and dangers inherent thereto.

## FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that the negligence of the Plaintiff exceeded that of the Defendant, and that the Plaintiff is thereby barred from recovery.

## SIXTH AFFIRMATIVE DEFENSE

Pursuant to NRCP 11, as amended: All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer, and therefore, Defendant reserves the right to amend this Answer to allege additional affirmative defenses if subsequent investigation warrants.

///

**SEVENTH AFFIRMATIVE DEFENSE**

The damages sustained by Plaintiff, if any, were caused by the acts of third persons who were not agents, servants or employees of this answering Defendant and who were not acting on behalf of this answering Defendant in any manner or form and as such, this Defendant is not liable in any matter to the Plaintiff.

**EIGHTH AFFIRMATIVE DEFENSE**

Defendant at all times relevant to the allegations contained in Plaintiff's Complaint, acted with due care and circumspection in the performance of any and all duties imposed on it.

**NINTH AFFIRMATIVE DEFENSE**

That it has been necessary of the Defendant to employ the services of an attorney to defend the action and a reasonable sum should be allowed Defendant for attorney's fees, together with costs of suit incurred herein.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate her alleged damages, and, to the extent of such failure to mitigate any damages awarded to Plaintiff, should be reduced accordingly.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by applicable statutes of limitations.

**TWELFTH AFFIRMATIVE DEFENSE**

Defendant objects as to authentication, foundation and genuineness of all of Plaintiff's medical providers and documents listed or presented by Plaintiff.

WHEREFORE, Defendant, 99 CENTS ONLY STORES LLC., prays as follows:

1. That Plaintiff take nothing by way of her Complaint on file herein;
2. For reasonable attorney's fees and costs of suit incurred herein;

///

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**BRANDON | SMERBER**  
LAW FIRM

3. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 28<sup>th</sup> day of September, 2021.

**BRANDON | SMERBER LAW FIRM**

/s/ Lew Brandon, Jr., Esq.

**LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

139 E. Warm Springs Road

Las Vegas, Nevada 89119

(702) 384-8424

(702) 384-6568 - *facsimile*

*Attorneys for Defendant,*

*99 CENTS ONLY STORES LLC*

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on September 28, 2021, I served the foregoing

**DEFENDANT, 99 CENTS ONLY STORES, LLC'S ANSWER TO PLAINTIFF'S**

**COMPLAINT** through the Court's ECF electronic filing system, upon the following:

**RICHARD A. HARRIS, ESQ.**

Nevada Bar No. 505

**SAMANTHA A. MARTIN, ESQ.**

Nevada Bar No. 12998

**RICHARD HARRIS LAW FIRM**

801 South Fourth Street

Las Vegas, Nevada 89101

702-444-4444

Facsimile 702-444-4455

*JMunoz@richardharrisllaw.com*

*Attorneys for Plaintiff,*

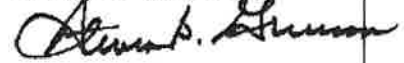
*ROCHELLE HAMILTON*

/s/ Bonita Alexander

An Employee of BRANDON | SMERBER LAW FIRM



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Steven D. Grierson  
CLERK OF THE COURT



1 IAFD

2 LEW BRANDON, JR., ESQ.

3 Nevada Bar No. 5880

4 ANDREW GUZIK, ESQ.

5 Nevada Bar No. 12758

6 HOMERO GONZALEZ, ESQ.

7 Nevada Bar No. 15231

8 BRANDON | SMERBER LAW FIRM

9 139 E. Warm Springs Road

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11 (702) 380-0007

12 (702) 380-2964 – facsimile

13 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)

14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)

15 [h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)

16 Attorneys for Defendant,

17 99 CENTS ONLY STORES LLC

18 DISTRICT COURT  
19 CLARK COUNTY, NEVADA

20 ROCHELLE HAMILTON,  
21 individually,

22 Plaintiff,

23 vs.

24 99 CENTS ONLY STORES LLC., a  
25 Foreign Limited-liability Company;  
26 and DOES 1 through 20; and ROE  
27 BUSINESS ENTITIES 1 through 20,

28 Defendants.

CASE NO.: A-21-838688-C  
DEPT. NO.: 31

INITIAL APPEARANCE FEE DISCLOSURE  
(NRS CHAPTER 19)

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

Defendant 99 CENTS ONLY STORES LLC..... \$223.00

///

///

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

BRANDON | SMERBER  
LAW FIRM



**BRANDON | SMERBER**  
 LAW FIRM  
 139 E. WARM SPRINGS RD.  
 LAS VEGAS, NEVADA 89119  
 T. 702.380.0007 | F. 702.380.2964

**TOTAL REMITTED. .... \$223.00**

DATED this 28<sup>th</sup> day of September, 2021.

**BRANDON | SMERBER LAW FIRM**

/s/ Lew Brandon, Jr., Esq.

**LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

139 East Warm Springs Road

Las Vegas, Nevada 89119

*Attorneys for Defendant,*

**99 CENTS ONLY STORES LLC**

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that on September 28, 2021, I served a true and correct copy of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)** through the Court's ECF electronic filing system, upon the following:

**RICHARD A. HARRIS, ESQ.**

Nevada Bar No. 505

**SAMANTHA A. MARTIN, ESQ.**

Nevada Bar No. 12998

**RICHARD HARRIS LAW FIRM**

801 South Fourth Street

Las Vegas, Nevada 89101

702-444-4444

Facsimile 702-444-4455

*JMunoz@richardharrislaw.com*

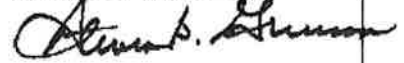
*Attorneys for Plaintiff,*

**ROCHELLE HAMILTON**

/s/ Bonita Alexander

An Employee of BRANDON | SMERBER LAW FIRM

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DMJT  
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[h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)  
Attorneys for Defendant,  
99 CENTS ONLY STORES LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

ROCHELLE HAMILTON,  
individually,

Plaintiff,

vs.

99 CENTS ONLY STORES LLC., a  
Foreign Limited-liability Company;  
and DOES 1 through 20; and ROE  
BUSINESS ENTITIES 1 through 20,

Defendants.

CASE NO.: A-21-838688-C  
DEPT. NO.: 31

DEMAND FOR JURY TRIAL

COMES NOW, Defendant, 99 CENTS ONLY STORES LLC, by and through its  
attorneys of record, LEW BRANDON, JR., ESQ., ANDREW GUZIK, ESQ., and HOMERO  
GONZALEZ, ESQ., of the BRANDON | SMERBER LAW FIRM, and hereby demands a Jury

///

///

139 E. WARM SPRINGS RD.  
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T. 702.380.0007 | F. 702.380.2964

BRANDON | SMERBER  
LAW FIRM

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LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**BRANDON | SMERBER**  
LAW FIRM

1 Trial in the above-entitled action.

2 DATED this 28<sup>th</sup> day of September, 2021.

3 **BRANDON | SMERBER LAW FIRM**

4 /s/ Lew Brandon, Jr., Esq.

5 **LEW BRANDON, JR., ESQ.**

6 Nevada Bar No. 5880

7 **ANDREW GUZIK, ESQ.**

8 Nevada Bar No. 12758

9 **HOMERO GONZALEZ, ESQ.**

10 Nevada Bar No. 15231

11 139 East Warm Springs Road

12 Las Vegas, Nevada 89119

13 *Attorneys for Defendant,*

14 *99 CENTS ONLY STORES LLC*

15 **CERTIFICATE OF SERVICE**

16 Pursuant to Nev. R. Civ. P. 5(b), I certify that on September 28, 2021, I served a true and  
17 correct copy of the foregoing **DEMAND FOR JURY TRIAL** through the Court's ECF electronic  
18 filing system, upon the following:

19 **RICHARD A. HARRIS, ESQ.**

20 Nevada Bar No. 505

21 **SAMANTHA A. MARTIN, ESQ.**

22 Nevada Bar No. 12998

23 **RICHARD HARRIS LAW FIRM**

24 801 South Fourth Street

25 Las Vegas, Nevada 89101

26 702-444-4444

27 Facsimile 702-444-4455

28 *JMunoz@richardharrislaw.com*

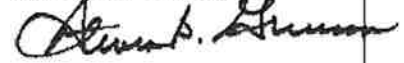
*Attorneys for Plaintiff,*

*ROCHELLE HAMILTON*

/s/ Bonita Alexander

An Employee of BRANDON | SMERBER LAW FIRM

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CLERK OF THE COURT



1 **CSRE**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
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14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)  
16 *Attorneys for Defendant,*  
17 **99 CENTS ONLY STORES LLC**

18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 ROCHELLE HAMILTON,  
21 individually,

22 Plaintiff,

23 vs.

24 99 CENTS ONLY STORES LLC., a  
25 Foreign Limited-liability Company;  
26 and DOES 1 through 20; and ROE  
27 BUSINESS ENTITIES 1 through 20,

28 Defendants.

CASE NO.: A-21-838688-C  
DEPT. NO.: 31

**CONSENT TO SERVICE BY ELECTRONIC MEANS THROUGH E-FILING  
PROGRAM**

The undersigned parties hereby consent to service of documents by electronic means through the Court's E-filing program on behalf of the following parties: 99 CENTS ONLY STORES LLC.

Documents served by electronic means must be transmitted to the following persons at the e-mail addresses listed: [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law); [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law); and [h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law).

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**BRANDON | SMERBER**  
**LAW FIRM**

BRANDON | SMERBER  
LAW FIRM  
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1 It is my understanding that the attachments may be transmitted to the program in any  
2 format and will be converted to a PDF file before service is effected.

3 The undersigned also acknowledges that this Consent does not require service by  
4 electronic means unless the serving party elects to do so.  
5

6 DATED this 28<sup>th</sup> day of September, 2021.

7 **BRANDON | SMERBER LAW FIRM**

8 /s/ Lew Brandon, Jr., Esq.

9 **LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

10 **ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

11 **HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

12 139 East Warm Springs Road

13 Las Vegas, Nevada 89119

14 *Attorneys for Defendant,*

*99 CENTS ONLY STORES LLC*

15 **CERTIFICATE OF SERVICE**

16 Pursuant to Nev. R. Civ. P. 5(b), I certify that on September 28, 2021, I served a true and  
17 correct copy of the foregoing **CONSENT TO SERVICE BY ELECTRONIC MEANS**  
18 **THROUGH E-FILING PROGRAM** through the Court's ECF electronic filing system, upon  
19 the following:  
20

21 **RICHARD A. HARRIS, ESQ.**

Nevada Bar No. 505

22 **SAMANTHA A. MARTIN, ESQ.**

23 Nevada Bar No. 12998

24 **RICHARD HARRIS LAW FIRM**

801 South Fourth Street

25 Las Vegas, Nevada 89101

702-444-4444

26 Facsimile 702-444-4455

[JMunoz@richardharrislaw.com](mailto:JMunoz@richardharrislaw.com)

27 *Attorneys for Plaintiff,*

28 **ROCHELLE HAMILTON**

/s/ Bonita Alexander

An Employee of BRANDON | SMERBER LAW FIRM

Electronically Filed  
9/28/2021 10:00 AM  
Steven D. Grierson  
CLERK OF THE COURT



1 **DSST**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
9 139 E. Warm Springs Road  
10 Las Vegas, Nevada 89119  
11 (702) 380-0007  
12 (702) 380-2964 – *facsimile*  
13 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)  
16 *Attorneys for Defendant,*  
17 **99 CENTS ONLY STORES LLC**

18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 ROCHELLE HAMILTON,  
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28 Defendants.

CASE NO.: A-21-838688-C  
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**DISCLOSURE STATEMENT PURSUANT TO NRCP 7.1**

The undersigned counsel of record for Defendant, 99 CENTS ONLY STORES LLC, hereby certifies that to their knowledge, Defendant, 99 CENTS ONLY STORES LLC, is a limited liability company with no publicly held company owning ten percent (10%) or more of 99 CENTS ONLY STORES LLC.

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**BRANDON | SMERBER**  
LAW FIRM

1 There are no other known interested parties other than those identified.

2 DATED this 28<sup>th</sup> day of September, 2021.

3 **BRANDON | SMERBER LAW FIRM**

4 /s/ Lew Brandon, Jr., Esq.

5 **LEW BRANDON, JR., ESQ.**

6 Nevada Bar No. 5880

7 **ANDREW GUZIK, ESQ.**

8 Nevada Bar No. 12758

9 **HOMERO GONZALEZ, ESQ.**

10 Nevada Bar No. 15231

11 139 E. Warm Springs Road

12 Las Vegas, Nevada 89119

13 *Attorneys for Defendant,*

14 99 CENTS ONLY STORES LLC.

15 **CERTIFICATE OF SERVICE**

16 I hereby certify that on September 28, 2021, I served a copy of the foregoing

17 **DISCLOSURE STATEMENT PURSUANT TO NRCP 7.1** through the Court's ECF

18 electronic filing system, upon the following:

19 **RICHARD A. HARRIS, ESQ.**

20 Nevada Bar No. 505

21 **SAMANTHA A. MARTIN, ESQ.**

22 Nevada Bar No. 12998

23 **RICHARD HARRIS LAW FIRM**

24 801 South Fourth Street

25 Las Vegas, Nevada 89101

26 702-444-4444

27 Facsimile 702-444-4455

28 *JMunoz@richardharrislaw.com*

*Attorneys for Plaintiff,*

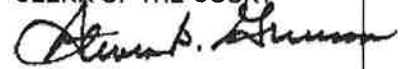
**ROCHELLE HAMILTON**

/s/ Bonita Alexander

An Employee of BRANDON | SMERBER LAW FIRM



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1 **REQT**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
9 139 E. Warm Springs Road  
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11 (702) 380-0007  
12 (702) 380-2964 – *facsimile*  
13 *[l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)*  
14 *[a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)*  
15 *[h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)*  
16 *Attorneys for Defendant,*  
17 *99 CENTS ONLY STORES LLC*

18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 ROCHELLE HAMILTON,  
21 individually,

22 Plaintiff,

23 vs.

24 99 CENTS ONLY STORES LLC., a  
25 Foreign Limited-liability Company;  
26 and DOES 1 through 20; and ROE  
27 BUSINESS ENTITIES 1 through 20,

28 Defendants.

CASE NO.: A-21-838688-C  
DEPT. NO.: 31

29 **NRCP 16.1(a)(1)(C) REQUEST FOR COMPUTATION OF DAMAGES AND**  
30 **DISCLOSURE OF SUPPORTING DOCUMENTS AND NRCP 16.1(a)(1)(A)(iii)**  
31 **REQUEST FOR MEDICAL PROVIDER IDENTITY**

32 Pursuant to NRCP 16.1(a)(1)(C), Defendant 99 CENTS ONLY STORES LLC, hereby  
33 requests that Plaintiff, ROCHELLE HAMILTON, provide within thirty (30) days of this Request,  
34 computation of any and all categories of damages claimed by Plaintiff, including making available  
35 for inspection and copying as under Rule 34, the documents or other evidentiary matter not

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**LAW FIRM**



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1 privileged or protected from disclosure on which such computation is based, including materials  
2 bearing on the nature and extent of injuries suffered.

3 DATED this 28<sup>th</sup> day of September, 2021.

4 BRANDON | SMERBER LAW FIRM

5  
6 /s/ Lew Brandon, Jr., Esq.

7 LEW BRANDON, JR., ESQ.

8 Nevada Bar No. 5880

9 ANDREW GUZIK, ESQ.

10 Nevada Bar No. 12758

11 HOMERO GONZALEZ, ESQ.

12 Nevada Bar No. 15231

13 139 East Warm Springs Road

14 Las Vegas, Nevada 89119

15 Attorneys for Defendant,

16 99 CENTS ONLY STORES, LLC

17 **CERTIFICATE OF SERVICE**

18 Pursuant to Nev. R. Civ. P. 5(b), I certify that on September 28, 2021, I served a true and  
19 correct copy of the foregoing **NRCP 16.1(a)(1)(C) REQUEST FOR COMPUTATION OF**

20 **DAMAGES AND DISCLOSURE OF SUPPORTING DOCUMENTS AND NRCP**

21 **16.1(a)(1)(A)(iii) REQUEST FOR MEDICAL PROVIDER IDENTITY** through the Court's

22 ECF electronic filing system, upon the following:

23 RICHARD A. HARRIS, ESQ.

24 Nevada Bar No. 505

25 SAMANTHA A. MARTIN, ESQ.

26 Nevada Bar No. 12998

27 RICHARD HARRIS LAW FIRM

28 801 South Fourth Street

Las Vegas, Nevada 89101

702-444-4444

Facsimile 702-444-4455

JMunoz@richardharrislaw.com

Attorneys for Plaintiff,

ROCHELLE HAMILTON

/s/ Bonita Alexander

An Employee of BRANDON | SMERBER LAW FIRM

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**ABREA**

SAMANTHA A. MARTIN, ESQ.  
Nevada Bar No. 12998

**RICHARD HARRIS LAW FIRM**

801 South Fourth Street  
Las Vegas, Nevada 89101  
Telephone: (702) 444-4444  
Facsimile: (702) 444-4455  
Email: Samantha.Martin@richardharrislaw.com  
*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROCHELLE HAMILTON, individually, )

Plaintiff, )

vs. )

CASE NO. A-21-838688-C

DEPT. NO. 31

99 CENTS ONLY STORES LLC., a Foreign )  
Limited-liability Company; and DOES 1 through )  
20; and ROE BUSINESS ENTITIES 1 through 20, )

Defendants. )

**REQUEST TO EXEMPT FROM ARBITRATION**

Plaintiff ROCHELLE HAMILTON hereby requests the above-captioned matter be exempted  
from Arbitration pursuant to Nevada Arbitration Rules 3 and 5, as this case:

1. \_\_\_\_\_ presents a significant issue of public policy;
2.   X   involves an amount in issue in excess of \$50,000 exclusive of interest and costs
3. \_\_\_\_\_ presents unusual circumstances, which constitute good cause for removal  
from the program.

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**I. FACTUAL BACKGROUND**

On July 12, 2020, Plaintiff was a customer at 99 Cents Only Store when she slipped and fell on a liquid substance on the ground. Plaintiff was injured as a result of the incident.

**II. SUMMARY OF MEDICAL TREATMENT**

PROCEDURE: bilateral L5 selective nerve root injections and lumbar transforaminal selective epidural steroid injections performed by Dr. Dzung

PROCEDURE: right anterior ankle/dorsal/medial ankle/lateral ankle stem cell injections at Durango Outpatient Surgery Center, performed by Dr. Kuruvilla

PROCEDURE: right anterior ankle/dorsal/medial ankle/lateral ankle stem cell injections performed by Dr. Kuruvilla at Durango Outpatient Surgery Center

PROCEDURE: bilateral C4, C5, C6, and C7 cervical medial branch nerve injections to the facet joints at the C4-5, C5-6, and C6-7 levels at Innovative Procedural and Surgical Center, performed by Dr. Dzung

PROCEDURE: left shoulder arthroscopic rotator cuff repair, subacromial decompression of her left shoulder, arthroscopic biceps tenodesis of her left shoulder, extensive debridement of labrum, manipulation and examination under anesthesia, performed by Dr. Yee at Parkway Surgery Center

PROCEDURE: right anterior ankle/dorsal/medial ankle/lateral ankle stem cell injections at Durango Outpatient Surgery Center, performed by Dr. Kuruvilla

**III. COMPUTATION OF DAMAGES**

Plaintiff hereby provides the following Computation of Damages:

///

///

///



PAST MEDICAL EXPENSES

|  |                     |
|--|---------------------|
| Valley Hospital                          | \$11,151.00         |
| Shadow Emergency Physicians              | \$ 1,957.00         |
| Desert Radiologists                      | \$ 260.00           |
| Medical Associates of Southern Nevada    | \$ 915.35           |
| Neck and Back Clinics                    | \$ 7,775.00         |
| Duramedic                                | \$ 149.00           |
| Epion Institute for Spine and Joint Pain | TBD                 |
| Advanced Orthopedics and Sports Med      | \$22,733.15         |
| Durango Surgery Center                   | \$46,317.00         |
| Family Doctors of Green Valley           | \$ 1,013.00         |
| Innovative Pain Care Center              | \$ 9,970.00         |
| Las Vegas Radiology                      | \$11,900.00         |
| PBS Anesthesia                           | \$5,828.00          |
| Andrew Cash, M.D.                        | \$ 3,180.00         |
| Las Vegas Cardiology                     | \$ 800.00           |
| <b>Total:</b>                            | <b>\$200,058.50</b> |

IV. CONCLUSION

Thus, based on the foregoing, it is evident that this case clearly meets the requirements needed for exemption from arbitration. Plaintiff sustained serious injuries that certainly qualify this case for exemption from arbitration. Please be advised that Plaintiff will make available all relevant medical documentation in support of this Petition For Exemption From Arbitration to the Arbitration Commissioner, if he so desires.

1 I hereby certify, pursuant to NRCP 11, this case to be within the exemption(s) marked above  
2 and am aware of the sanctions which may be imposed against any attorney or party who without good  
3 cause or justification attempts to remove a case from the arbitration program.

4 I further certify pursuant to NRS Chapter 239B and NRS 603A.040 that this document and  
5 any attachments thereto do not contain personal information including, without limitation, home  
6 address/phone number, social security number, driver's license number or identification card number,  
7 account number, PIN numbers, credit card number or debit card number, in combination with any  
8 required security code, access code or password that would permit access to the person's financial  
9 account.  
10

11 Plaintiff requests that all other parties included in this action be exempt from the arbitration  
12 program.

13  
14 DATED this 7<sup>th</sup> day of October, 2021.

15 THE RICHARD HARRIS LAW FIRM

16 /s/ *Samantha A. Martin*

17  
18 SAMANTHA A. MARTIN, ESQ.  
19 Nevada Bar No. 12998  
20 801 South 4<sup>th</sup> Street  
21 Las Vegas, Nevada 89101  
22 Attorneys for Plaintiff  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of RICHARD HARRIS LAW FIRM, and that on this 7<sup>th</sup> day of October, 2021, I served a copy of the attached **REQUEST TO EXEMPT FROM ARBITRATION** as follows:

- ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below; and/or
- ☐ Hand Delivery—By hand-delivery to the addresses listed below; and/or
- ☒ Electronic Service — in accordance with Administrative Order 14-2 and Rule 9 of the Nevada Electronic Filing and Conversion Rules (N.E.F.C.R.).

Lew Brandon, Jr., Esq.  
Brandon Smerber Law Firm  
139 E. Warm Springs Road  
Las Vegas, Nevada 89119  
Attorney for Defendant

*/s/ Jessica Dennis*

\_\_\_\_\_  
An employee of the Richard Harris Law Firm

